INTERNET FORM NLRB-501 (2-08)

#### UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE				
Case	Date Filed			
29-CA-254766	1-16-2020			

MOTO	LICT	AOI	10.

NSTRUCTIONS: ile an original with NLRB Regional Director for the region in whic		urring.	
	R AGAINST WHOM CHARGE IS BROUGHT	b. Tel. No.	
a. Name of Employer		(888) 892-7170	
amazon.com services,inc	c. Cell No.		
		f. Fax No.	
d. Address (Street, city, state, and ZIP code)	e. Employer Representative	g. e-Mail	
546 Gulf Avenue NY Staten Island 10314-7120	Olivia Groh Area Manager	jfk8-askhr@amazon.com	
NT Statem Island 10314-7120		h. Number of workers employed 3000	
i. Type of Establishment (factory, mine, wholesaler, etc.) Consumer Goods	<ul> <li>j. Identify principal product or service</li> <li>Online order fullfillment</li> </ul>		
k. The above-named employer has engaged in and is engage	ging in unfair labor practices within the meaning of s	section 8(a), subsections (1) and (list	
subsections)	of the National L	abor Relations Act, and these unfair labor	
practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization	aning of the Act, or these unfair labor practices are		
Basis of the Charge (set forth a clear and concise statem		r practices)	
g- t	g are anagea arrior factor		
0 11111			
See additional page			
3. Full name of party filing charge (if labor organization, give	e full name, including local name and number)		
	e full name, including local name and number)	4b. Tel. No. (b) (6), (b) (7)(C)	
(b) (b), (b) (7)(C) Title:	e full name, including local name and number)	4b. Tel. No. (b) (6), (b) (7)(C) 4c. Cell No.	
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(b) (6). (b) (7)(c)  Title:  4a. Address (Street and number, city, state, and ZIP code)	e full name, including local name and number)	4c. Cell No.  4d. Fax No.  4e. e-Mail	
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(b) (6), (b) (7)(c)  Title:  4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)	of which it is an affiliate or constituent unit <i>(to be fille</i>	4c. Cell No.  4d. Fax No.  4e. e-Mail  (b) (6), (b) (7)(C)	
(b) (6). (b) (7)(c)  4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)  5. Full name of national or international labor organization organization)  6. DECLARAT I declare that I have read the above charge and that the statements of the	of which it is an affiliate or constituent unit (to be filled)  TION ents are true to the best of my knowledge and belief.	4c. Cell No.  4d. Fax No.  4e. e-Mail  (b) (6), (b) (7)(C)  ded in when charge is filed by a labor  Tel. No.	
(b) (6). (b) (7)(c)  4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)  5. Full name of national or international labor organization organization)  6. DECLARAT I declare that I have read the above charge and that the statements	of which it is an affiliate or constituent unit (to be fille TION ents are true to the best of my knowledge and belief.	(b) (6), (b) (7)(C)  4c. Cell No.  4d. Fax No.  4e. e-Mail  (b) (6), (b) (7)(C)  ded in when charge is filed by a labor  Tel. No.  (b) (6), (b) (7)(C)	
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Title:  4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)  5. Full name of national or international labor organization organization)  I declare that I have read the above charge and that the statements	of which it is an affiliate or constituent unit (to be filled)  TION ents are true to the best of my knowledge and belief.	(b) (b) (b) (7)(c)  4c. Cell No.  4d. Fax No.  4e. e-Mail  (b) (6), (b) (7)(C)  Tel. No.  (b) (6), (b) (7)(C)  Office, if any, Cell No.	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

#### Basis of the Charge

#### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

DIGIDITIES	©IGLORGIZO119	* v
Name of employee discharged	Approximate date of discharge	

#### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (c) (b) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d

#### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (0), (b) (7)(C)	received time off task without warning	©(6L@)7/2019

#### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	received time off task without warning	© (6. © 7/2019



# UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD

Download

REGION 29 Two Metro Tech Center Suite 5100 Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov Telephone: (718)330-7713 Fax: (718)330-7579 Download NLRB Mobile App

Olivia Groh, Area Manager amazon.com services,inc 546 Gulf Avenue Staten Island, NY 10314-7120

January 17, 2020

Re: amazon.com services,inc Case 29-CA-254766

Dear Ms. Groh:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

<u>Investigator</u>: This charge is being investigated by Field Attorney MARCIA ADAMS whose telephone number is (718)765-6177. If this Board agent is not available, you may contact Supervisory Attorney TERRI A. CRAIG whose telephone number is (718)765-6174.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701*, *Notice of Appearance*. This form is available on our website, <a href="www.nlrb.gov">www.nlrb.gov</a>, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

<u>Presentation of Your Evidence</u>: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

<u>Preservation of all Potential Evidence:</u> Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

<u>Prohibition on Recording Affidavit Interviews:</u> It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Procedures:** Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, <a href="www.nlrb.gov">www.nlrb.gov</a> or from an NLRB office upon your request. NLRB Form 4541, Investigative Procedures offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

KATHY DREW-KING Regional Director

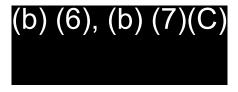
#### Enclosures:

- 1. Copy of Charge
- 2. Commerce Questionnaire

#### UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD

REGION 29 Two Metro Tech Center Suite 5100 Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov **NLRB** Mobile App



January 17, 2020

Telephone: (718)330-7713

Fax: (718)330-7579

Re: amazon.com services,inc Case 29-CA-254766

Dear

The charge that you filed in this case on January 16, 2020 has been docketed as case number 29-CA-254766. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney MARCIA ADAMS whose telephone number is (718)765-6177. If this Board agent is not available, you may contact Supervisory Attorney TERRI A. CRAIG whose telephone number is (718)765-6174.

**<u>Right to Representation:</u>** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, <a href="www.nlrb.gov">www.nlrb.gov</a> or from an NLRB office upon your request. NLRB Form 4541, Investigative Procedures offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

KATHY DREW-KING Regional Director

#### **Additional Information in Support of Charge**

Charging Party Name : (b) (6), (b) (7)(C)
Inquiry Number : (b) (6), (b) (7)(C)

Date Submitted: 01/16/2020 14:33:20

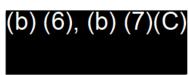
Please provide a <u>brief</u> description of the specific conduct involved in your charge. The information you provide may be viewed by the charged party in the event of a formal proceeding, so PLEASE DO NOT GIVE A DETAILED ACCOUNT OF YOUR CHARGE OR A LIST OF POTENTIAL WITNESSES AT THIS TIME. A Board Agent will contact you to obtain this and other detailed information after your charge is docketed. After you submit this E-Filed Charge form, you will receive a confirmation email with an Inquiry Number (Sample Inquiry Number: 1-1234567890) and a link to the E-Filing web page. You may use the link and the Inquiry number provided in the email to e-file any additional documents you wish to present in support of your charge.

#### **Additional Information Provided:**

Amazon by its representatives agents and assigns unlawfully terminated me because of protected concerted activity







Dear (0)(6),(0) (EEID: (b) (6), (b) (7)(C)

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services, Inc. is (b) (6), (b) (7)(C) 2019.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely, Amazon Human Resources







#### NATIONAL LABOR RELATIONS BOARD

#### NOTICE OF APPEARANCE

amazon.com service, inc	
and	CASE 29-CA-254766
EXECUTIVE SECRETARY NATIONAL LABOR RELATIONS BOARD Washington, DC 20570	GENERAL COUNSEL NATIONAL LABOR RELATIONS BOARD Washington, DC 20570
THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTAT	IVE OF
Employer, amazon.com services, inc	
IN THE ABOVE-CAPTIONED MATTER.	
CHECK THE APPROPRIATE BOX(ES) BELOW:  REPRESENTATIVE IS AN ATTORNEY  IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE TO CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN	THAT THE PARTY MAY RECEIVE COPIES OF ADDITION TO THOSE DESCRIBED BELOW, THIS
BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY V DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMEN CASEHANDLING MANUAL.	
(REPRESENTATIVE INFOR	MATION)
NAME: Michael E. Lignowski	
MAILING ADDRESS: Morgan, Lewis & Bockius, LLP, 1701 Market	et Street, Philadelphia, PA 19103
E-MAIL ADDRESS: mlignowski@morganlewis.com	
OFFICE TELEPHONE NUMBER: 215.963.5455	
CELL PHONE NUMBER:	<sub>FAX:</sub> 215.963.5001
M. Ligrawshi	
SIGNATURE:  (Please sign in ink.) January 21, 2020  DATE:	

 $<sup>^{1}</sup>$  IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

#### NATIONAL LABOR RELATIONS BOARD

#### NOTICE OF APPEARANCE

amazon.com services, inc			
and	CASE 29-CA-254766		
REGIONAL DIRECTOR  EXECUTIVE SECRETARY NATIONAL LABOR RELATIONS BOARD Washington, DC 20570	GENERAL COUNSEL NATIONAL LABOR RELATIONS BOARD Washington, DC 20570		
THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATE	IVE OF		
IN THE ABOVE-CAPTIONED MATTER.  CHECK THE APPROPRIATE BOX(ES) BELOW:			
REPRESENTATIVE IS AN ATTORNEY			
IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE TO CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY VIDOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMEN CASEHANDLING MANUAL.	ADDITION TO THOSE DESCRIBED BELOW, THIS VILL RECEIVE ONLY COPIES OF CERTAIN		
(REPRESENTATIVE INFOR	MATION)		
NAME: Andriette Roberts			
MAILING ADDRESS: Morgan, Lewis & Bockius, LLP  101 Park Avenue, 37th Floor, New York, N	Y 10178-0060		
E-MAIL ADDRESS: andriette.roberts@morganlewis.com			
OFFICE TELEPHONE NUMBER: 212.309.6622			
CELL PHONE NUMBER:			
SIGNATURE:			
(Please sign in ink.) January 21, 2020 DATE:			

 $<sup>^{1}</sup>$  IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

#### NATIONAL LABOR RELATIONS BOARD

#### NOTICE OF APPEARANCE

(b) (6), (b) (7)(C			
and	=	CASE	29-CA-254766
AMAZON CO	M SERVICES, INC.		
REGIONAL DIRECTOR	EXECUTIVE SECRETARY NATIONAL LABOR RELATIONS BOARD Washington, DC 20570	N.	ENERAL COUNSEL ATIONAL LABOR RELATIONS BOARD (ashington, DC 20570
(b) (6), (b) (7)(C	TERS APPEARANCE AS REPRESENTATION	VE OF	
IN THE ABOVE-CAPTIONED MAT	ITER.		
CHECK THE APPROPRIATE BOX	(ES) BELOW:		
REPRESENTATIVE IS AN	ATTORNEY		
CERTAIN DOCUMENTS OR CORD BOX MUST BE CHECKED. IF THE	AN ATTORNEY, IN ORDER TO ENSURE T RESPONDENCE FROM THE AGENCY IN IS BOX IS NOT CHECKED, THE PARTY W S, PETITIONS AND FORMAL DOCUMENT	ADDITION T	TO THOSE DESCRIBED BELOW, THIS VE ONLY COPIES OF CERTAIN
	(REPRESENTATIVE INFORM	(ATION)	
NAME: FRANK	CEARI_		
MAILING ADDRESS: 16		AVE.	
STA			
	RANK, KEARL @ M		
	718-727-1222	X340	) (
	9-265-7692		
4.	) - n \ )		
SIGNATURE: (Please sign in ink.)	1/27/2020		
DATE:	1 2000		

 $<sup>^1</sup>$  IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

## **Morgan Lewis**

#### Andriette A. Roberts

Associate +1.212.309.6622 andriette.roberts@morganlewis.com

February 25, 2020

#### **VIA NLRB E-FILING AND ELECTRONIC MAIL**

Marcia E. Adams Board Agent National Labor Relations Board, Region 29 Two Metrotech Ctr Fl 5th Brooklyn, NY 11201-3846

Re: Amazon.com Services LLC, Case No. 29-CA-254766

Dear Ms. Adams:

Amazon.com Services LLC (formerly Amazon.com Services, Inc.) ("Amazon" or the "Company") provides this statement of position in response to the above-referenced Charge filed by provides this statement of position in response to the above-referenced Charge filed by or "Charging Party"). Based on the February 3, 2020 request for evidence e-mail, the Company understands that alleges the Company violated Section 8(a)(1) of the National Labor Relations Act (the "Act") by terminating employment on (b) (6). (b) (7) (C) 2019. Specifically, contends Amazon terminated employment in retaliation for purported (i) union organizing activity and/or (ii) protected concerted activity, including allegedly collecting signatures for a November 25 employee letter to management and encouraging employees to attend a rally held on that same day.

allegations that the Company terminated employment in retaliation for purported union organizing activity and/or protected concerted activity are without merit and the Board

All dates herein are 2019, unless otherwise noted.

Morgan, Lewis & Bockius LLP

The Company submits this position statement solely for the Board's use and requests that the Board treat it as confidential. To that end, the Company further requests that the Board not reveal any of this position statement's contents to any other person without the Company's prior written consent. Information and accompanying documentation contained herein designated confidential and/or containing confidential commercial or financial information, or trade secret information may not be disclosed to without prior written authorization from Amazon. If any FOIA request is served to which this position statement is responsive, Amazon requests the opportunity to review, approve, and comment on all necessary redactions. In addition, the Company reserves the right to supplement or amend this position statement, including its attachments, as necessary.

should dismiss the Charge, absent withdrawal. As explained in more detail below, Amazon terminated employment because was unjustifiably and completely unproductive for at least 2 hours and 45 minutes, which subjected to immediate termination under the Company's Time Off Task Policy.

Specifically, in order to address significant periods during which a Fulfillment Associate's handheld scanner is dormant when the Associate is expected to be actively scanning product, Amazon maintains a Time Off Task Policy providing that Associates who have an unjustified total time off task greater than 2 hours for their entire shift will be reviewed for termination. On (b) (6), (b) (7)(C) scanner indicated that had been inactive for 3 hours and 57 minutes of entire shift. When given the opportunity to account for inactivity, inactivity, only provided an explanation for approximately 72 minutes of inactive time. As such, in total time off task was reduced to 2 hours and 45 minutes, which was still well over the 2-hour limit. As such, on (b) (6), (b) (7)(C) the Company informed that had been inactive time. When given the approximately 72 minutes of inactive time. As such, in the Company informed that had been inactive time. As such, in the Company informed that had been inactive time. As such, in the Company informed that had been inactive for 3 hours and 57 minutes of only provided an explanation for approximately 72 minutes of inactive time. As such, in the company informed that had been inactive for 3 hours and 57 minutes of only provided an explanation for approximately 72 minutes of inactive time. As such, in the company informed that had been inactive for 3 hours and 57 minutes of only provided an explanation for approximately 72 minutes of inactive for 3 hours and 57 minutes of only provided an explanation for approximately 72 minutes of inactive for 3 hours and 57 minutes of only provided an explanation for approximately 72 minutes of inactive for 3 hours and 57 minutes of only formed to a such a such approximately 72 minutes of inactive for 3 hours and 57 minutes of only formed to a such approximately 72 minutes of inactive for 3 hours and 57 minutes of only formed to a such approximately 72 minutes of inactive for 3 hours and 57 minutes of only formed to a such approximately 72 minutes of inactive f

As an initial matter, the Company lacked knowledge of any union or protected activity engaged in by including any purported collection of signatures for a letter to management or encouraging employees to participate in any rally. In this regard, cannot establish a *prima facie* case that the Company violated Section 8(a)(1) of the Act with respect to decisions regarding termination, and even if a *prima facie* case could be established, the facts indicate that the Company's decision would have occurred without regard to any purported union support, which satisfies the Company's burden under *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enforced*, 662 F.2d 899 (1st Cir. 1981). More generally, the facts reveal that the Company harbored no animus toward for any reason.

Moreover, the Act does not immunize employees from the consequences of their clear violation of Company policy even if they have allegedly engaged in union organizing or protected activity. The actions of the Company were lawful. The Board should dismiss the Charge, absent withdrawal.

#### I. FACTUAL BACKGROUND

#### A. Amazon's Operations and Productivity Standards

Amazon operates websites that sell various products, including books, home goods, toys, electronics, CDs, DVDs, and apparel. Amazon facilities receive and sort packages and ship assorted products from warehouses called Fulfillment Centers, including Amazon's Staten Island, New York facility (referred to internally as "JFK8") where worked as a Fulfillment Associate in the Picking Department.

Amazon prides itself on providing quality and efficient service to its millions and millions of customers around the world. Once a customer places an online order, it is routed to the warehouse closest to the order delivery address for fulfillment. Associates receive the orders and must review and fulfill the order by locating all items on the order, scanning the items to ensure all items are accounted for on the order and place the items in a box or other shipping container for shipment to the customer. Associates must be detailed and efficient in processing each order.

Amazon measures Associate productivity through data collected by radio-frequency hand-held scanners that Associates use to scan each item they pick for a customer order. Associates sign into

their scanners using their personal logins. The scanner data is collected and analyzed by a computer program that identifies any Associates who have significant periods during which they are not using their scanners, indicating that the Associate is not, in fact, scanning items to fulfill customer orders as they are expected to do consistently throughout the day.

Amazon's system keeps track of these gaps in scanning and generates reports based on those breaks referred to as "Time Off Task" or "TOT." See JFK8 Accumulated TOT Guidelines ("JFK8 TOT Guidelines"), attached as Exhibit ("Ex.") A. Amazon's computer system generates a Time Off Task Report detailing each Associate's cumulative time off task for that day. The Company will address the Associate with the highest amount of cumulative TOT for the day and give that Associate the opportunity to explain why they were off task. *Id.* at 1. If there are true barriers, the manager may have a seek-to-understand<sup>4</sup> ("STU") discussion with the next highest offender. *Id.* 

During review of the Time Off Task Report, the Associate is provided an opportunity to explain any obstacles that prevented them from scanning for the relevant periods of time. If the Associate is able to justify certain periods of scanner inactivity, the Company only holds the Associate accountable for those periods for which there is no justification for their inactivity. If the employee does not identify true barriers warranting a sufficient deduction of time from the total TOT, the following performance management actions will take place, based <u>only</u> on the unjustified TOT:

**<u>First Written Warning</u>**: [The Associate] accumulated 30-59 minutes of TOT for first time in rolling 12-month period.

**<u>Final Written Warning</u>**: [The Associate] either accumulated 60-119 minutes of TOT in a single day OR is between 30-59 minutes of TOT and on a first written warning within the same 12-month period.

<u>Termination</u>: *[The Associate] has accumulated 2 or more hours of TOT in a single day* OR is on a final written warning for TOT and accumulate 30 minutes or more of TOT within the same 12-month period.

See Ex. A at 1 (emphasis added). JKF8 TOT Guidelines also provide that these behaviors are violations of Amazon's Standards of Conduct and Attendance policy providing that, "Failure to adhere to starting time, quitting time, or break time policies, or wasting time" is considered a Category 2 violation of the Standards of Conduct. *Id.* at 3; see also Owner's Manual Excerpt, attached as Ex. B at 30.

For example, an Associate could have been taken away from their scanner duties for a period of time due to a bathroom break or technical difficulties such as a bad barcode that needed to be addressed by another job function in the Fulfillment Center.

In Amazon parlance, an investigatory discussion is known as a "seek-to-understand."

#### B. (b) (6), (b) (7)(C) Employment

Indeed, efficiency and productivity are the keys to success in this role. acknowledged that the Company reminded of the TOT policy requirements during the most recent (prior to termination) daily team meeting before the start of a shift (known as a "stand-up meeting") on (b) (6), (b) (7)(C) See Manager Termination Statement, attached as Ex. D.

## C. Task Accumulated Three Hours and Fifty Seven Minutes of Time Off

On (b) (6), (b) (7)(C) scanner data indicated inactivity for 3 hours and 57 minutes during periods for which should have been actively scanning (i.e., not break periods or times during which was attending a meeting). was the Associate with the highest amount of cumulative TOT for the day. As such, in a STU discussion and provided with a print out of provide an explanation for any periods during which which tell with a print out of provide an explanation for any periods during which tell with the highest amount of addressed with the highest amount of a state with the highest amount

Specifically, although informed informed informed that workstation issues caused informed scanning at the start of shift 12 minutes late, the Company later learned that workstation at all during this time. See Ex. E; see also Ex. D. As noted below, deducted these 12 minutes from the total TOT based on discussion:

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
1	7:25-7:37	Station issues	12:45	√

See Ex. E. Between 8:00 AM and 10:00 AM, accumulated an additional 30 minutes, 41 seconds of TOT and failed to provide an explanation for this inactivity during STU discussion.

TC	OT No.	Gap Time	STU Discussion	Raw	Adjusted
	2	8:04-8:15		10:57	
	3	8:43-8:49		6:08	
	4	9:24-9:35		10:58	
	5	9:57-10:00		2:38	

Id. accrued another 30 minutes and 22 seconds of TOT but informed was having workstation issues during this time. See Supportive Feedback Document, attached as

was a short-term employee, having only been employed for a month and a half prior to discharge.

Ex. F. Although video footage later showed that having workstation issues, of the day.

account was inaccurate and of the day.

TOT and deducted this time from total total total adjusted total total

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
6	10:15-10:45	Switching	30:22	√
		stations		

Id.; see also Ex. D. Between 11:00 AM and 1:53 PM, accumulated another 35 minutes and 36 seconds of TOT without explanation.

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
7	11:19-11:31		12:26	
8	12:55-13:10		15:26	
9	13:45-13:53		7:44	

Id. Between 1:54 PM and 2:24 PM, accumulated another 30 minutes and 32 seconds of TOT. During the STU discussion, informed informed informed information in the bathroom during this time. However, another Area Manager or a Process Assistant. Nonetheless, seconds from information in the bathroom during this time. However, information in the bathroom during the bathroom during this time. However, information in the bathroom during the

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
10	13:54-14:24	Bathroom	30:32	√

PM. Upon later reviewing Loss Prevention footage, the Company learned that, during this time, was having a conversation with another Associate away from workstation for approximately minutes. Directly after the conversation, video footage showed workstation at 5:35 PM to leave for the day resulting in 10 minutes.

TOT No.	Gap Time	STU Discussion	Raw	Adjusted
11	14:25-14:36		10:58	
12	14:36-14:53		16:52	
13	14:58-15:15		16:22	
14	15:30-15:40		10:36	
15	16:36-16:52		16:32	
16	17:18-17:34	Talking	16:52	
17	17:35-17:45	Left early	9:46	
Total =	3:57 hours			

Employee Name	Time off Task		
(b) (6), (b) (7)(C)	4:05:54 <sup>8</sup>		
REDACTED	2:06:03		
REDACTED	1:59:11		

See TOT Top Offender Chart, attached as Ex. G. Since was unable to account for during the STU Discussion, was unable to account for during the STU Discussion, was unable to account for was unable to during the STU Discussion. See HR Statement, attached as Ex. H. was similarly unable to justify to time to because Amazon's Time Off Task Report showed that was inactive for well over two hours, even with adjustments, will off the standards of Conduct and Attendance Policy which provide, "[f]ailure to adhere to starting time, quitting time, or break policies, or wasting time,' is considered a Category 2 violation of the Standards of Conduct." See Ex. F; see also Exs. B, D and H.

The Company's decision to terminate for being inactive for over two hours is consistent with separations for JFK8 Associates who had similar violations. Indeed, from January 2019 through November 2019, JFK8 terminated the following individuals who similarly had TOT greater than two hours in a single shift:

	Employee	Termination Date	тот
1	REDACTED	(b) (6), (b) (7)( <sup>4</sup>	2 hours 11 minutes
2	REDACTED	(b) (6). (b) (7)	3 hours 12 minutes
3	REDACTED	(b) (6). (b) (7)	3 hours 32 minutes

adjusted TOT is stated as 2 hours and 44 minutes based on deducting 72 minutes of time from the original TOT of 3 hours and 57 minutes. See Ex. F. However, this was a miscalculation and should have instead been 2 hours 45 minutes.

Upon reviewing Loss Prevention footage, the Company learned that workstation and workstation and explanations of inactivity were often inaccurate. See Ex. D. As such, the adjusted time of 2 hours and 45 minutes should have been higher.

After adjustments, the Company reduced this four hours and five minutes to 3 hours and 57 minutes of TOT.

refused to sign the termination notice. See Ex. F.

	Employee	Termination Date	тот
4	REDACTED	(b) (6). (b) (7)(C	2 hours 33 minutes
5	REDACTED	(b) (6), (b) (7)(C)	2 hours
6	REDACTED	(b) (6), (b) (7)(C	2 hours 0 minutes
7	REDACTED	(b) (6), (b) (7)(C)	4 hours 19 minutes
8	REDACTED	(b) (6), (b) (7)(C	2 hours 46 minutes
9	REDACTED	(b) (6), (b) (7)	5 hours 20 minutes
10	REDACTED	(b) (6), (b) (7)	2 hours 2 minutes
11	REDACTED	(b) (6), (b) (7)	2 hours 36 minutes
12	REDACTED	(b) (6). (b) (7)	2 hours 10 minutes
13	REDACTED	(b) (6). (b) (7)	3 hours 21 minutes
14	REDACTED	(b) (6), (b) (7)	2 hours 2 minutes
15	REDACTED	(b) (6). (b) (7)(C)	2 hours 38 minutes
16	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2 hours 44 minutes
17	REDACTED	(b) (6), (b) (7)(C)	3 hours 41 minutes
18	REDACTED	(b) (6). (b) (7)(C)	7 hours 17 minutes

See 2-Hour TOT Terminations Chart, attached as Exhibit I.

#### II. LEGAL ANALYSIS

To make out a *prima facie* case under Section 8(a)(1), there must be, at a minimum, (i) protected activity, (ii) knowledge of that activity by the employer, and (iii) an adverse action motivated by animus or hostility toward that activity. *See Columbia Distrib. Servs., Inc.*, 320 NLRB 1068, 1071 (1996); *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enforced*, 662 F.2d 899 (1st Cir. 1981); *see also Webb-Centric Const.*, 254 NLRB 1181, 1185 (1981) (applying the Board's *Wright Line* standard to alleged violations of Section 8(a)(1) turning on employer motivation). Additionally, a Section 8(a)(1) violation necessarily depends on a causal connection between employee protected activities and an adverse employment action. *See P.W. Supermarkets*, 269 NLRB 839, 840 (1984). Mere suspicion, surmise, and conjecture are insufficient to form the basis for a violation. *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1009 (2003).

If the General Counsel were somehow able to meet the above evidentiary burdens, the employer may still defend the Charge "[by] asserting a legitimate reason for its decision and showing by a

preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation[.]" *Id.* at. 1008 (internal citation and quotation marks omitted). A demonstration by an employer that the termination would have "taken place even in the absence of protected conduct" provides a complete defense. *Wright Line*, 251 NLRB at 1089; see also Allstate Power Vac., Inc., 357 NLRB 344, 346 (2011) (quoting Donaldson Bros. Ready Mix, Inc., 341 NLRB 958, 961 (2004)); see also Austal USA, LLC, 356 NLRB 363, 364 (2010); NLRB v. Transportation Management, 462 U.S. 393, 401 (1983) ("the Board's construction of the statute permits an employer to avoid being adjudged a violator by showing what his actions would have been regardless of his forbidden motivation").

# A. Cannot Establish a *Prima Facie* Case that the Company Violated Section 8(a)(1) of the Act by Terminating Employment.

Initially, while there are allegations that engaged in "union activity" by (i) collecting signatures for a November 25 letter to management and (ii) encouraging employees to attend the November 25, the Company lacked knowledge of such activity by collecting these signatures or encouraging fellow employees to attend the November 25 rally.

For these reasons, the facts fail to support the existence of a *prima facie* case that a violation of Section 8(a)(1) has occurred in the instant case, which warrants dismissal of the Charge for this reason alone.

## B. Were a *Prima Facie* Case Found, Amazon Had a Legitimate Business Reason for Terminating Employment.

Even if could make out a *prima facie* case under *Wright Line* (which connot), the Company would have discharged even absent any alleged protected activity. Contrary to completely unsupported claim of retaliation, the Company based termination solely on the uniform application of the TOT Policy to any Associate's accrual of more than two hours of TOT. Management provided with the opportunity to explain why had been inactive for such a long period of time during shift, and was only able to justify approximately 72 minutes of inactivity which left remaining TOT well over the two-hour threshold for termination.

As detailed above, the decision to terminate would have "taken place even in the absence of protected conduct," which is a complete defense to an alleged Section 8(a)(1) violation. Wright Line, 251 NLRB at 1089. To prove discriminatory or retaliatory discharge, the General Counsel must establish "that the employee was discharged for his union activities or membership—that but for his union activities or membership, he would not have been discharged." Concepts & Designs, Inc., 101 F.3d at 1245 (quoting Mead & Mount Constr., 411 F.2d at 1157); see also Cardinal Home, 338 NLRB at 1008 (stating respondent may defend the charge "[by] asserting a legitimate reason for its decision and showing by a preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation.").

did not dispute then, nor does dispute now, that dispute now, the now, that dispute now, the now, the

#### III. CONCLUSION

For the foregoing reasons, the Charge's allegations are meritless. The Company respectfully requests that the Region dismiss the Charge, absent withdrawal. Please do not hesitate to contact us if you wish to discuss this matter further.

Sincerely,

/s/ Andriette A. Roberts

Andriette A. Roberts

AAR Attachments

# Exhibit A

#### Accumulated TOT Guidelines

Below I have outlined the Time off Task (TOT) standards that the site will be following effective immediately.

#### Area Managers will be using the TOT tool with the following parameters to identify the top offender:

Standup: 10 minutes
Break Return: 0 minutes
Gap Time: 5 minutes

The time off task displayed using the tool is the amount of time that will be reviewed for feedback

Each shift at the start of Q4 managers will use the TOT tool to identify and engage the top offender per manager. (AM's should be using the tool though out the shift to identify and engage associates to prevent the possibility of feedback at EOS) The AM may conduct the initial STU with the AA on the floor to determine if there were any true barriers that would warrant the deduction of time from the total Time off Task. If there are true barriers such as labor tracking issues, the manager may STU the next highest offender. If the amount of Time off Task would result in a Final Written Warning or a Termination, the AM is to partner with their HR counterpart to conduct an STU in an office and have the AA write a statement. AMs must partner with the HR counterpart prior to generating any TOT feedback.

#### Feedback guidelines based on the amount of time off task using the TOT tool:

First Written Warning – AA accumulated 30-59 minutes of TOT for first time in rolling 12 month period.

Final Written Warning – AA either accumulated 60-119 minutes of TOT in a single day **OR** is between 30-59 minutes of TOT and on a first written warning within the same 12 month period.

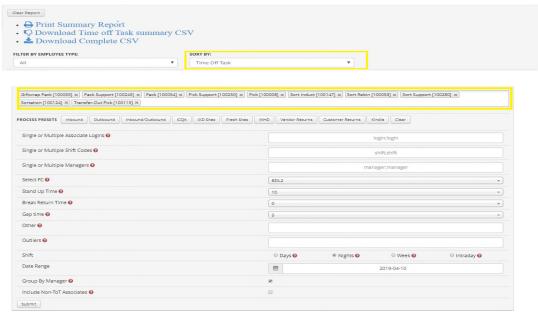
**Termination** – AA has accumulated 2 or more hours of TOT in a single day **OR** is on a final written warning for TOT and accumulate 30 minutes or more of TOT within the same 12 month period.

Time off task feedback progress in a rolling 12 month period

The STU and Feedback delivery must occur by the end of the associates next scheduled shift

#### **Time Off Task Tool:**

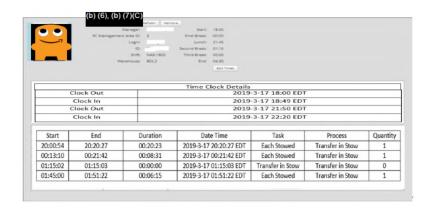
It is key to set the standup time to 10 minutes, break return to 0, and gap time to 5. The gap time being set to five minutes means that any amount of time that an AA is not in direct process path for at least five minutes will roll up in this tool. This tool will indicate which AA's have the highest amount of TOT, without having to scrub through all of PPR to find time gaps, and the five minute gap time will catch gaps PPR will not.



#### **TOT Write Ups Per Shift**

For the number of TOT write ups per shift, each <u>manager</u> is allotted <u>one</u> write up for TOT top offender. There are many factors outside of an associate's control that can generate TOT, a Seek to Understand (STU) conversation should be had with the associate. The STU conversation should be documented and clearly outline any gaps in timeline that the tool generates. The TOT GAP STU template must be used during the STU and well documented. The completed TOT Gap STU form to be provided to HR to review and download into associate Onbase file. If the top offender is exempted from TOT feedback then the next top offender should be STUed, it is acceptable to STU 3 top offenders and not generate feedback as long as they are in standard.. To find the top offenders you will also need to sort the lists by Time Off Task, it is preset to No Filter, and must be set to Time Off Task after the tool is run.

If an AA leaves early but is the top offender, a STU must happen no later than the next scheduled shift, or the AA cannot be held responsible for remembering their timeline. The snippet below shows what the TOT tool will pull, and what the documentation of the STU conversation should look like.



**Example: TOT Gap STU Template:** 

Total of 46 mins valid TOT

Date	Gap Time	STU Discussion	Raw	Adjusted	Total
3/17/2019	3/17/2019 18:22-18:37 AA went to floor 1 and was sent to floor 2		15 min		15 min
	20:30-20:40 AA was in the bathroom 1		10 min	-10 min	0
20:00-20:05 AA had POD issue, verified with PA (time not counted into TOT)		5:00	-5 min	0	
21:13-21:23 AA was talking to another AA with no barriers identified		10 min		10	
23:04-23:15 AA does not remember		11 min		11	
Total			46 min	- 30 min	36 min

STU'd with AA. AA stated he went to floor 1 to find a station. Coached AA if he is arriving late to work, the standard he needs to be following is checking the staffing board to see where we have available stations. Even though his team is on FL1, he needs to be going where we are directing late arrivals. AA understands the process. AA stated he was in the bathroom for the 10 TOT. Coached AA on the TOT policy. He is aware that 31-59 mins could be a first written, 60-1:59 mins could be a final, and anything over 2 hours could be a term. AA is aware that he is already on a first for TOT which is valid for a year and I'm recommending a final which is also valid for a year. Advised AA that we are running the report for each shift and STUing with top offenders for TOT and late breaks. AA did not have any questions and clearly understands the policy. Exempted a total of 10 minutes before and after break for walk time to and from the time clock/standup.

#### Time Off Task Approval/ ADAPT Input

After conducting the STU, any feedback that is warranted should be generated using the following guidelines: If HR/Ops deems an AA's TOT warrants feedback, they will partner to the AM with verbiage to put into ADAPT to log an incident.

Select Behavioral - Time Off Task, under Incident Type and input the necessary Feedback Level.

#### **DETAILS OF CURRENT INCIDENT/SPECIFIC CONCERNS**

Your recent time-on-task performance has fallen below behavioral expectations. On [DATE] at various points throughout your scheduled shift you were observed to be off-task for a total of [total TOT minutes after subtraction]. This number was reached by calculating all of your TOT for the day which totaled [Total TOT without subtracting breaks/standup] minutes then subtracting 12 minutes for standups and 17 minutes for each of the paid breaks. During a 'Seek to understand' conversation you stated that you faced the following barriers [FINDINGS FROM STU]. These behaviors are violations of Amazon's Standards of Conduct and Attendance policy. "Failure to adhere to starting time, quitting time, or break time policies, or wasting time" is considered a Category 2 violation of the Standards of Conduct.

#### AREAS OF IMPROVEMENT

Associate commitment to completing assigned tasks is critical in order to be Earth's most customer-centric company. As owners, we count on you to help achieve this mission. Your customers and teammates count on you to remain on task and complete your assigned job duties. For every scheduled ten hour shift, Amazon provides two 15 minute breaks, a 30 minute lunch period, two meetings at the start of shift and after lunch, and account for travel time between work areas. However, failure to adhere to start times, quitting times, or break time policies, as well as wasting time, will be addressed through performance management using coaching or corrective actions. This is a violation of the Amazon Standards of Conduct policy. It is important for you to understand that meeting task standards is a critical component of your job. Please note that if an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Further Standard of Conduct violations may result in corrective action, up to and including termination.

#### **Final Steps Before Delivery**

Almost there! Feedback must be delivered by next end of next scheduled shift. AM to complete STU with associate and complete TOT STU Template. AM to chime HRA to review TOT STU template and partner with AM on next steps and recommendation of documentation level. AM drafts feedback and notifies HRA client group of completion. HRA will approve, and the feedback will be able to be delivered in a timely manner.

#### **Time Off Task Standard Work Conclusion**

With this set process for auditing, reporting, and reviewing Time Off Task, we will be able to coach and deliver feedback to AA's in a much more timely manner than we currently do. This process can be used across all departments and would require all shifts to be compliant with the process for it to be effective throughout JFK8. Ideally it will create a singular approach throughout the facility on how we handle TOT with our AA's and a standard work for management to be followed. The goal of auditing this TOT is to create an environment not where we are writing everyone up, but that associates know that we are auditing for TOT, and will own their own time to be within standard.

#### **HR Final Steps**

If eligible, Appeals Process is a problem-solving system for qualified associates to challenge certain disciplinary actions with which they do not agree. The Appeals Program gives associates the choice to have their claims heard by a majority associate panel or the site leader.

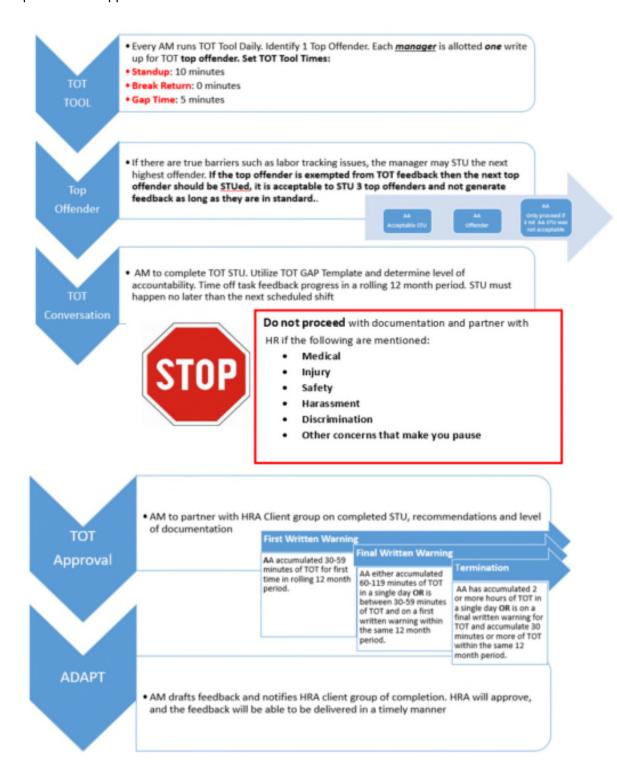
https://inside.amazon.com/en/Employment/uspolicies/usfcpolicies/Pages/AppealsPolicy.aspx#amz\_section01

#### **Appeal Eligibility**

This policy applies to all regular full-time and part-time Amazon blue badge hourly associates (including seasonal associates and associates hired through Workforce Staffing) who have reached 90 days of continuous employment with Amazon as of the date of the incident. This includes all tiers of hourly associates and hourly associates who work in support functions, except for associates in Loss Prevention, Human Resources, and Finance. Management and temporary agency staffing employees are not eligible to participate.

#### **Document Retention**

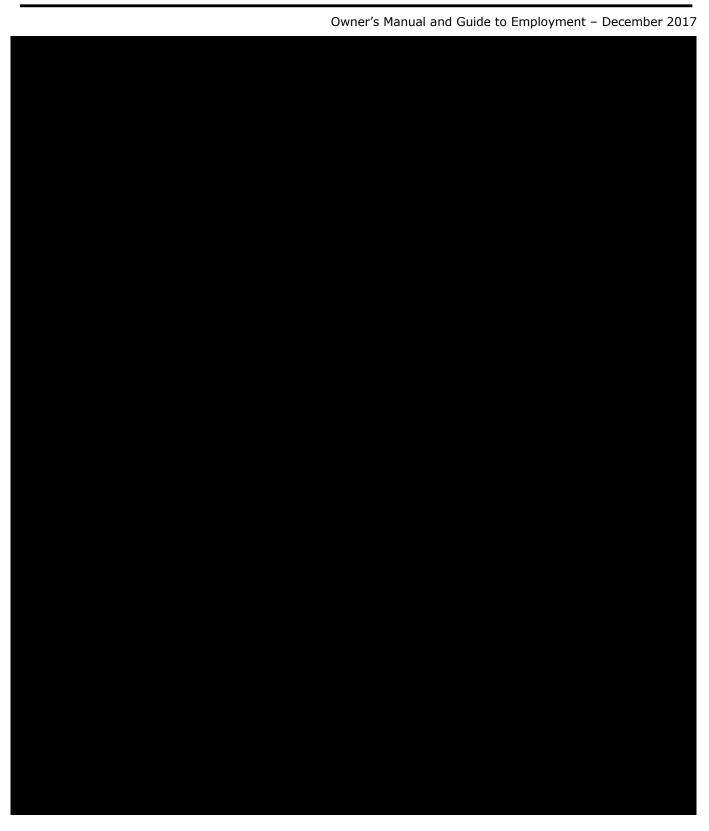
HR to upload STU and all supporting documents into *OnBase* for document retention. Supporting documents will be required for an Appeal.



# Exhibit B



# Owner's Manual And Guide to Employment



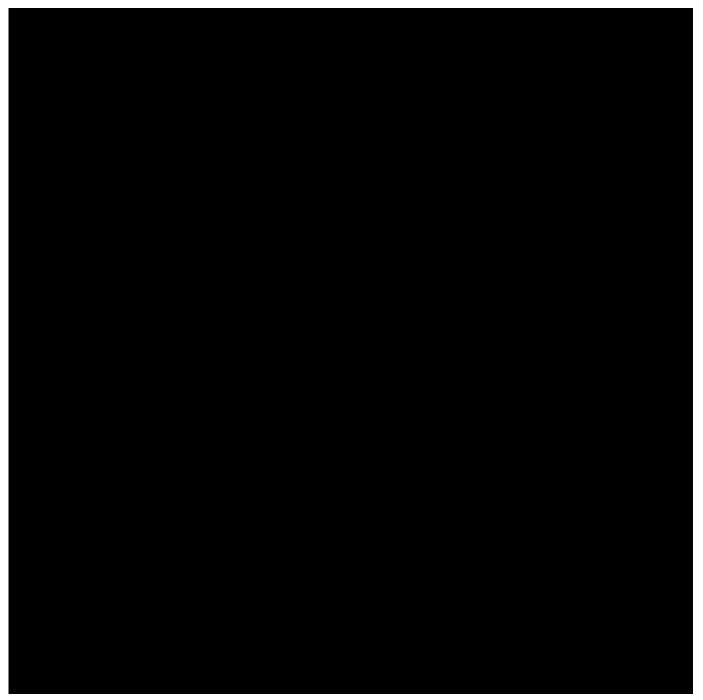
#### Attendance and Punctuality

Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are to work the hours scheduled by your manager. If you are going to be absent or late to work, we expect to

hear from you before the start of your workday. Please be aware that unsatisfactory attendance may be a basis for disciplinary action, up to and including dismissal.

Individual sites or departments may establish specific guidelines for attendance and punctuality, based on the needs of the business. If your site or department has specific guidelines, your manager or Human Resources will review them with you, and it is expected that you will abide by them throughout your employment in that department.

In the event that we have not heard from you for three (3) consecutive workdays, you will be considered to have resigned from your employment.





## Appendix - Standards of Conduct

#### Standards of Conduct

The Standards of Conduct are a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct. Employment with Amazon is at the mutual consent of Amazon and the associate, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

#### Category 1

The following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense:

- □ Disrespect or rudeness to an Amazon customer
- ☐ Theft or inappropriate removal or possession of property

Owner's Manual and Guide to Employment - December 2017

- Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates
- Making unauthorized statements on behalf of the company to the press or in any public forum (as only the company's authorized spokespersons may make authorized statements)
- Use or possession of dangerous or unauthorized materials such as hazardous chemicals or explosives, or use or possession of firearms, knives, explosive devices of any kind, or weapons of any kind
- Violation of the company's Health and Safety policy including possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or on breaks, or while operating employer-owned or leased vehicles or equipment
- Fighting or threatening violence in the workplace
- Gross misconduct
- Gross negligence
- Sexual or other unlawful or unwelcome harassment
- Making, publishing, or repeating knowingly or maliciously false statements concerning an associate, the company, or its products
- Discriminating against a fellow associate or prospective associate on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity[1], veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities or other legally protected status
- Negligence or improper conduct leading to damage of employer-owned, employer-leased, or customer-owned property
- Insubordination or intentional disregard of instructions
- Falsification of personnel or other company documents/records, including employment application
- Unauthorized removal of company documents
- Unauthorized disclosure of business "secrets" or confidential information
- Intentionally making entries on another associate's time card/sheet, or falsely altering a timekeeping document
- Leaving company premises without permission during assigned work hours (unpaid meal periods are not "work hours" for purposes of this policy)
- Failure to fully cooperate with company investigations (except for questions regarding labor organizations or protected concerted activity)
- Violation of safety policies, procedures, standards, regulations, or laws
- Creating a hazardous or dangerous situation
- Engaging in any conduct that places the health and safety of any person at risk
- Violation of personnel policies
- Violation of security policies, procedures, processes, or instructions
- Violation of the Anti-Sex Buying Policy.

#### Category 2

The following work conduct infractions are considered serious and generally result in corrective action:

- Unauthorized absence, excessive absenteeism, or any absence without notice
- Failure to carry out a work assignment in an efficient, responsible, and acceptable manner
- Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor
- Failure to adhere to starting time, quitting time, or break time policies, or wasting time
- Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody
- Leaving a company-assigned work area during scheduled working hours without permission
- Violations of the no-solicitation, no-distribution policy
- Creating or contributing to disorderly or unsanitary conditions
- Failing to report or remedy any unsafe conditions, procedures, or behaviors
- Failure to immediately report an accident/injury, regardless of severity, when it occurs on company property, or while performing company business

<sup>[1]</sup> Updated on 12.30.08 (EEO, Workplace Harassment, Other Harassment, Category 1 discrimination)

# Exhibit C

## Workforce Job Summary

(b) (6), (b) (7)(C) Empl ID REDACTED

#### Go To Job Data Personalize | Find | 🗗 | 🔣 First 1-4 of 4 Last **Job Information** [::::**)** Job Information Work Location Salary Plan Compensation General Empl Record Organizational Key Person **Effective Date** Seq Action Action Reason Relationship **EMP** Terminatn 2019 0 Involuntar **EMP** 0 10/13/2019 Pay Rt Chg Across Brd 0 **EMP** 0 10/07/2019 0 Data Chg SupvChng (b) (6), (b) (7)(C) 10 FC - OBA **EMP** Hire

# Exhibit D

#### Supportive Feedback Document Behavioral Time Off Task - Termination

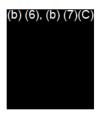
amazon.com

Associate Name (b) (6), (b) (7)(C)

Manager Name (b) (6), (b) (7)(C)

Created On: (b) (6), (b) (7)(C)

2019, 6:22:10 PM



#### Summary

Your recent job performance is not meeting Behavioral Time Off Task expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

#### Communication History

The following is a summary of your behavioral time off task feedback:

Level Count Most Recent

After running the TOT macro the AA was found to have accrued approximately 4 hours of TOT. Because of the substantial amount of TOT, LP footage was pulled in order to evaluate what barriers the AA faced at their station. At SOS, following stand up and a 5 minute grace period, the associate arrived at station after 12 minutes. At different periods throughout the day the AA is witnessed sitting on their ladder to take a break, emptying their water bottle out into a trash can and leaving their station to fill it up again, having conversations with associates in indirect/direct roles, and leaving their station to use the restroom/extended breaks. The AA was observed leaving for 1st break at 9:57 and returning at 10:45 which resulted in a 48 minute first break. The AA was observed leaving for 2<sup>nd</sup> break at 14:58 and returning at 15:40 which resulted in a 41 minute break. The AA was observed having a conversation at their station for 17 minutes with another associate from 17:18 to 17:34. Directly after the conversation, the AA was observed signing out of their station at 17:35 to leave for the day resulting in 10 minutes TOT. The STU was completed with the assistance of HR and the associate stated that they were not feeling well and did not notify an AM or PA. They also stated that they did not pull a safety andon. When asked if they were aware of the TOT policy, they stated that they were aware of the policy. The AA was asked if they were present for stand up on the day when the TOT policy was announced as the standard work tip and the AA stated they were present. When reviewing the time gaps, the AA stated that they were in the bathroom from 13:54 to 14:24 for 30 minutes. This time was deducted from the TOT. During the conversation, the AA stated that they could not account for many of the time gaps but was not feeling well and had used the bathroom at different points. They also confirmed that they did talk to other associates at certain points throughout the day on station. The AA stated that they were switching stations from 10:15-10:45 for 30 minutes. This time was deducted from the TOT STU but was not confirmed by the video footage as accurate. The AA also stated that they were having station issues from 7:25 to 7:37. This time was deducted from the STU. Video footage showed this to be inaccurate though, as the AA had not yet arrived at their station during these times. After deducting 72 minutes from the associate's TOT, to account for their barriers, the remaining amount of TOT was 2 hours 45 minutes. After reading the adapt feedback to the AA and confirming the separation of employment, we explained to the AA that I would escort them out and badge them out of the building. As the AA was being escorted to security they ran ahead of me and when I asked the AA to wait for me yelled "I am not talking to you, stop following me!" Security guards then helped walk the AA to their locker to

remove their belongings. The AA removed their things and then threw the locker lock which a security guard then brought to me. It is not clear if threw the locker lock at me or the guard. The AA then darted past me to the turnstile doors and threw their badge at me. When facing the turnstile yelled, "How am I supposed to get out now?" I then proceeded to badge the AA out. Following the termination, security asked that I notify them when I would be leaving the building that night so that I could have a security escort to my car.

# Exhibit E

Associate Name: \_\_\_(b) (6), (b) (7)(C) \_\_\_\_\_\_\_ Manager Name: \_\_\_(b) (6), (b) (7)(C)

Date (b) (6), (b) (7)(C)	Gap Time	STU Discussion	Raw	Adjusted	Total
		37 station issues	12:45		O
		:12	10:57		
	8:43-8	:44	6:08	1	
	9:24-9:	35	10:58		
	9:57-10		2:38		
	10:15-10:1	45 switching stations	30:22	$\vee$	0
	11:19-11:3	3	12:26		
	12:55-13:	NO .	15:26		
	13:45-13	:53	7:44		
	13:54-14:	24 Bathroom	30:32	/	O
	14:25-14	1:36	10:58		
	14:36-12		16:52		
	14:58-15	5!LS	16:22		
	15:30-151	40	10:36		
	16:36-16	:52	16:32		
	17:18-17:	34 Talking	16:52		
	17:35-17:	45 left early	9:40	\	
=	3:57 hal	US-			:
otal			Server Elmeza		ENDARCH AND A STATE

Associate Signature: X	Date:
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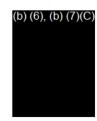
Manager Name: \_\_(b) (6), (b) (7)(C) \_\_\_\_\_ Date:\_\_\_

# Exhibit F

#### Supportive Feedback Document Behavioral Time Off Task - Termination

amazon.com





#### Summary

Your recent job performance is not meeting Behavioral Time Off Task expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

#### Communication History

The following is a summary of your behavioral time off task feedback:

Level Count Most Recent

#### Details of Current Incident/Specific Concerns

Your recent time-on-task performance has fallen below behavioral expectations. On task for a total of 2 hours 44 minutes. This number was reached by calculating all of your TOT for the day which totaled 3 hour 57 minutes. During a 'Seek to understand' conversation you were having station issues and not feeling well during the shift. Due to these barriers, 72 minutes was deducted from your total 3 hour 57 minutes resulting in 2 hour 44 minutes total TOT for the shift. These behaviors are violations of Amazon's Standards of Conduct and Attendance policy. "Failure to adhere to starting time, or break time policies, or wasting time" is considered a Category 2 violation of the Standards of Conduct.

#### Areas of Improvement Required by Associate

Associate commitment to completing assigned tasks is critical in order to be Earth's most customer-centric company. As owners, we count on you to help achieve this mission. Your customers and teammates count on you to remain on task and complete your assigned job duties. For every scheduled ten hour shift, Amazon provides two 15 minute breaks, a 30 minute lunch period, two meetings at the start of shift and after lunch, and account for travel time between work areas. However, failure to adhere to start times, quitting times, or break time policies, as well as wasting time, will be addressed through performance management using coaching or corrective actions. This is a violation of the Amazon Standards of Conduct policy. It is important for you to understand that meeting task standards is a critical component of your job. Your employment will now end.

#### Associate Comments

AA is not eligible to appeal as 10161 has not been here for 90 days

Associate Signature: (b) (6), (b) (7)
REFUSED TO SIGN

Date: (b) (6), (b) (7)(C) 2019, 6:22:10 PM

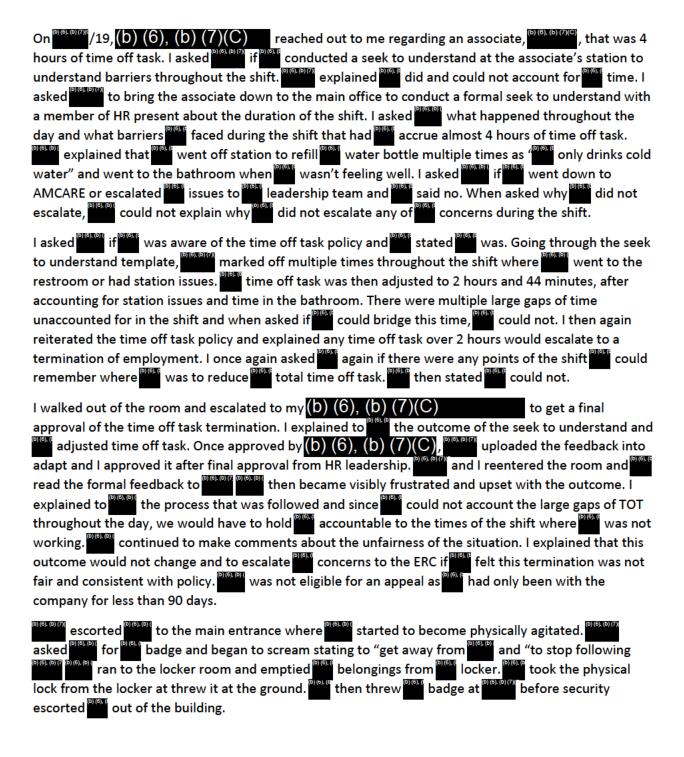
Manager Signature: Acknowledged by BadgelD: REDACTED Date: (b) (6), (b) (7)(C) 2019, 6:22:10 PM

# Exhibit G

#### (b) (6), (b) (7)(C) 2019 Top Offender TOT

Employee Name	Time off Task
(b) (6), (b) (7)(C)	4:05:54
REDACTED	2:06:03
REDACTED	1:59:11
REDACTED	1:58:33
REDACTED	1:39:30
REDACTED	1:37:22
REDACTED	1:35:49
REDACTED	1:35:21
REDACTED	1:34:33
REDACTED	1:25:50
REDACTED	1:19:34
REDACTED	1:19:23
REDACTED	1:17:08
REDACTED	1:09:39
REDACTED	1:06:12
REDACTED	1:04:42
REDACTED	1:04:23
REDACTED	1:03:19
REDACTED	1:00:23
REDACTED	0:59:38
REDACTED	0:56:29
REDACTED	0:53:01
REDACTED	0:48:39
REDACTED	0:43:33
REDACTED	0:42:37
REDACTED	0:39:45
REDACTED	0:38:42
REDACTED	0:38:28
REDACTED	0:36:03
REDACTED	0:35:43
REDACTED	0:33:59
REDACTED	0:32:20
REDACTED	0:29:39

# Exhibit H



# Exhibit I

### Terminations for 2 or more hours of TOT in a single day January 1, 2019 through November 30, 2019

	Employee	Termination Date	тот
1	REDACTED	(b) (6), (b) (7)(C)	2 hours 11 minutes
2	REDACTED	(b) (6), (b) (7)(C	3 hours 12 minutes
3	REDACTED	(b) (6), (b) (7)(C	3 hours 32 minutes
4	REDACTED	(b) (6). (b) (7)(C)	2 hours 33 minutes
5	REDACTED	(b) (6), (b) (7)(C)	2 hours
6	REDACTED	(b) (8), (b) (7)(C)	2 hours 0 minutes
7	REDACTED	(b) (6), (b) (7)(C)	4 hours 19 minutes
8	REDACTED	(b) (8). (b) (7)(C)	2 hours 46 minutes
9	REDACTED	(b) (6), (b) (7)(C)	5 hours 20 minutes
10	REDACTED	(b) (6), (b) (7)(C)	2 hours 2 minutes
11	REDACTED	(b) (6), (b) (7)(C)	2 hours 36 minutes
12	REDACTED	(b) (6), (b) (7)(C)	2 hours 10 minutes
13	REDACTED	(b) (6), (b) (7)(C)	3 hours 21 minutes
14	REDACTED	(b) (6), (b) (7)(C)	2 hours 2 minutes
15	REDACTED	(b) (6), (b) (7)(C)	2 hours 38 minutes
16	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2 hours 44 minutes
17	REDACTED	(b) (6), (b) (7)(C)	3 hours 41 minutes
18	REDACTED	(b) (6), (b) (7)(C)	7 hours 17 minutes

# UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD REGION 29 Two Metro Tech Center Suite 5100 Brooklyn, NY 11201-3838 Fax:

Agency Website: www.nlrb.gov Telephone: (718)330-7713 Fax: (718)330-7579

March 10, 2020

MICHAEL E. LIGNOWSKI, ESQ. MORGAN, LEWIS & BOCKIUS, LLP 1701 Market St Philadelphia, PA 19103-2901

Andriette Roberts MORGAN, LEWIS & BOCKIUS 101 Park Avenue, 37th Floor New York, NY 10178

Re:

Amazon.Com Services, Inc.

Case 29-CA-254766

Dear Mr. LIGNOWSKI, Ms. Roberts:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

KATHY DREW-KING Regional Director

cc:

Olivia Groh, Area Manager amazon.com services,inc 546 Gulf Avenue Staten Island, NY 10314-7120

